

TBC will only agree to assign a lease if done as a part of the bulk sale of assets of the selling corporation.

Since the licensing process is governed by action before the FCC to force the current licensee (WHFT-TV) to surrender its license to the FCC and, by separate action, for the FCC to award the said license to your client, if and when that happens, TBC will terminate its lease with WHFT-TV, or any sub-lease under any superceding master lease (as if it were in default) and attempt to negotiate a new lease with Glendale. TBC's leases automatically terminate as a condition of default when a tenant loses its FCC license and TBC will not assign the old lease, but rather will negotiate a new agreement with the successful new licensee.

c) Glendale has the financial ability to perform all the specifications of the lease. (TBC will require a credit report and such other documentation as it deems necessary.)

d) Any proposed changes to the existing apparatus and or any modification to the structure of the tower will be the sole responsibility of Glendale along with any and all engineering reports or studies which TBC may require to support such changes. [The circumstances seem to indicate that this will not be necessary.]

e) Glendale will indemnify, protect, and save harmless from any action for any purpose whatsoever without limitation by any prior licensee, client, or tenant of TBC in which TBC may be involved as the result, direct or indirect, whether or not consequential, of this representation, or any lease or agreement at a future date which might expose TBC to any form of liability whatsoever.

f) Glendale will enter into direct negotiations with TBC for any final lease or agreement. Any commission, charge, or fee which is owing to or paid to TelSA, Inc. shall be paid directly by client and shall be in addition to any charges or fees made by TBC for either facilities or serv-

structural report generated by the Engineering Department of Stainless, Inc. and by the most recent Existing Conditions Report and Opinion of the Chief Engineer of TBC. The failure of the apparatus of the tenant to meet these requirements will render this offer and any subsequent offer, option, or agreement from TBC null and void.

i) Estimated annual rental for the space currently occupied by WHFT-TV is \$100,000 with additional ground space for other apparatus at an estimated \$10.00 per square foot. TBC stipulates that it supplies to WHFT-TV no ground space for equipment since WHFT-TV has it's own building on it's own property for this purpose. [The verbally quoted figure of \$50,000 assumed that the TelSA, Inc. client was an FM broadcaster, not a TV operator. The figures of \$50,00 for FM and \$100,000 for TV are at fair market value for the Miami / Ft. Lauderdale / Palm Beach TV ADI. TBC has at this time available space for the installation of one (1) full power UHF television transmitter and has land available for the construction of a building for this purpose if necessary.]

j) The offer to negotiate contained herein is only valid for the purpose of the aquisition of WHFT-TV and cannot be honored for the purpose of new construction except if the apparatus of WHFT is removed from the tower under the control of engineering studies made by TBC and Stainless, Inc.

k) Technical data for this tower is shown on the attached TelSA, Inc. Technical Data Sheet and is correct for the purposes stated herein. [More detailed technical data on this tower is available from the Chief Engineer, TAK Broadcasting Corporation, Ft. Lauderdale, Florida - 33311.]

l) This agreement is only between TBC and Glendale and the inclusion of TelSA, Inc. is only for the purpose of limiting TBC's tender of and TelSA's acceptance of this agreement as full compensation for any service it may have rendered to TBC in the course of serving it's client and is executed by TelSA, Inc. as evidence of such.

m) Items contained within brackets ("[]") are informational or advisory only and do not constitute a part of this agreement.

We hope that this letter is satisfactory for your purposes as it encompasses those areas in which we are able to make and honor an offer. Be assured that all discussions and negotiations with our tenants and proposed tenants are treated with the highest confidentiality.

Please let us know if we may be any additional service to you or Glendale Broadcasting Corporation.

Sincerely,

TAK BROADCASTING CORPORATION

James L. Sorensen  
Tower Manager -- Chief Engineer

cc: Mr. Tak  
Mr. Harris

ACCEPTED:

For Glendale Broadcasting Corporation

Witness:

Title

For TelSA, Inc.

Witness:

*George P. Naly 12/21/91*  
*President*  
Title

copy mailed 12/21/91 to TAK B'ld

TELEFAX

TO: Mr. L. Cohen, Esq. -- Cohen & Berfield et al

FROM: J. L. Sorensen -- TAK Broadcasting Corporation

REF: Glendale Broadcasting Corporation

DATE: 15 May 93

Given the sense of urgency of your telephone call to me of yesterday, I am happy to reply herewith to your faxed letter to me of 14 May 1993:

1) Our records show that a letter of intent was sent to Mr. Greg Daly of TelSA, Inc. on or about 09 December 1991 by certified mail.

(It is a policy of TAK to use certified mail for all documents of this nature to prevent loss and mis-routing.)

2) We have no record of receiving a reply from Mr. Daly prior to the faxed copy of our letter sent by fax with your letter of 14 May 1993 in which you alledge that Mr. Daly signed and returned the letter to us on 21 Dec 1991 apparently by regular mail making verification impossible.

3) Any offering made by this letter of intent expired as of 01 Feb 1992.

In spirit, TBC has no objection to negotiating a new letter of intent with your client under the same terms as the last but we will not, at this time, accept the faxed letter as authentic or in force.

Regarding a new letter of intent, there seem to be two salient points:

a) Since the matter is under scrutiny by the FCC, TBC will not enter into any new agreement or intention with either of the parties without review by our FCC counsel. I have already started this process.

b) The matter is probably moot since TBC will negotiate with anyone able to and wishing to secure tower space, as long as there is no legal or technical impediment to such negotiation or its resulting agreement.

As I discussed in the letter of intent, if Trinity looses it's broadcasting privelege the existing lease would automatically be breached. If the lease is breached, TBC is

free to negotiate with all comers for the space on a first-come, first-served basis.

As far as accepting payment from Glendale for "making the transmitter site available" I must remind you and your client that this specific site is NOT available at this time due to the existence of the Trinity licensee.

At this time, TBC can only agree to study and possibly negotiate with Glendale for space other than that occupied by Trinity.

Therefore, TBC could not, in good conscience, accept payment, other than for professional services to determine project feasibility, if the certainty of our ability to perform later was not clear.

TBC will, however, review with counsel and, if feasible, suggest language for a right of first refusal to negotiate between TBC and Glendale.

If you feel that this would be useful to your client, I will proceed with the process.

Please let me know your position on this matter as soon as possible. I will be out of the office the 24th through the 26th, returning on the 27th.

Cordially,

TAK Broadcasting Corporation

James L. Sorensen  
Tower Manager - Chief Engineer

## Attachment 3

**DECLARATION**

George F. Gardner, under penalty of perjury, now declares that the following is true and correct to the best of his knowledge:

I am the President of Glendale Broadcasting Company, applicant for a new commercial television station on Channel 45 at Miami, Florida (File No. BPCT-911227KE). I am also President of Raystay Company, which is, the licensee of low-power television station W40AF at Dillsburg, PA.

I was the person who signed the Glendale application. At the time I signed the application, I believed all of the statements in that application were true and correct. I still believe that, as of that time, the statements in the application were true and correct.

When I signed the application, I certified that Glendale had reasonable assurance of site availability. The basis for that certification was a letter dated December 9, 1992, from James Sorensen to Gregory B. Daly, who Glendale had hired to obtain reasonable assurance of a transmitter site. When I signed the Glendale application, I had been informed that Mr. Daly had signed the letter and sent it back to Mr. Sorensen, thus accepting Mr. Sorensen's offer. Until Trinity filed its motions against Glendale, I had no reason to believe that Mr. Sorensen had not received the signed letter or that the TAK Broadcasting site specified by Glendale might not be available. Counsel has informed me that David Harris, the General Manager of TAK Broadcasting's station in Fort Lauderdale, has confirmed that TAK is willing to

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negotiate a lease with Glendale if the Glendale application is granted.

With respect to Glendale's financial qualifications, Glendale is currently relying upon a bank letter from Northern Trust Bank of Florida to finance the construction and operation of its Miami station. Glendale amended its Miami application on March 26, 1992, to reflect that fact. With respect to the Miami application as originally filed, the statements I made in the December 20, 1991 letter to Mary Ann Adams (Exhibit 4 to the application) were true and correct. During the period when Glendale was relying upon my assets to construct and to operate both the Miami and Monroe, Georgia stations, I had sufficient assets to construct and to operate both stations.

Raystay Company is the licensee of low-power television (LPTV) station W40AF at Dillsburg, PA. Until April 8, 1993, it also held construction permits for LPTV stations at Lancaster and Lebanon, PA. Raystay has been deeply committed to the concept of LPTV. It has operated W40AF since 1988, and has worked very hard to make that station successful. Raystay's commitment to LPTV is best demonstrated by the fact that it has spent over \$750,000 earned in other operations to subsidize and to support the operations of W40AF.

The applications for construction permits for the Lancaster and Lebanon LPTV stations (as well as a fifth application for a construction permit for an LPTV station at Red Lion, PA) were filed on March 9, 1989. Those applications were signed by David A.

- 3 -

Gardner, who at that time was Raystay's Vice President. At the time those applications were filed, it was Raystay's intention to build and to operate those stations. We intended to form a network of LPTV stations (which would include W40AF) that would serve south-central Pennsylvania. I also knew then that an unbuilt construction permit could not be sold for a profit, so it would have been meaningless for Raystay to apply for the stations if the stations were not going to be built. With respect to the transmitter sites specified in the Lebanon and Lancaster applications, I was never informed by anyone that those sites were unavailable to Raystay or that they were unsuitable as LPTV sites.

The reason the Lancaster and Lebanon LPTV stations were never constructed was the fact that W40AF lost a huge sum of money, as reflected in the financial statements provided elsewhere in this opposition. Despite Raystay's diligent efforts, W40AF has never been able to attract a significant over-the-air audience, nor has it been able to obtain carriage on cable television systems other than those owned by Raystay. I eventually made the decision that the Lancaster and Lebanon LPTV stations would not be financially viable. Raystay had discussions with potential buyers of the permits, but the Lancaster and Lebanon permits were never sold. In March of 1993, the decision was made to allow the Lancaster and Lebanon construction permits to be cancelled.

Raystay had sufficient funds available to construct and to operate all of the Lancaster and Lebanon LPTV stations. The funds



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that would have been used to construct these stations would have been Raystay's funds, not my personal funds.

If Glendale's application for a construction permit for a new television station in Miami is granted, I have every intention of constructing and operating that station. The potential audience and earning potential of a full-power television station in Miami are vastly greater than the combined potential audience or earning power for the LPTV stations that were not built. Furthermore, given the substantial amount of funds I anticipate Glendale will have to devote to prosecute Glendale's application, it would be preposterous for Glendale to prosecute its application without intending to build its station inasmuch as Glendale can never profit from a settlement.

June 2, 1993  
Date

George F. Gardner  
George F. Gardner

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

5-26-6  
**RECEIVED**

566 904-2252  
JUL 30 1990  
5536

In re Applications of	)	COHEN & BERFIELD
	)	MM DOCKET NO. 90-10
WAYNE G. MULLIGAN, RICHARD D. BUCKLEY, JR.,	)	
and RICHARD S. KORSEN d/b/a RANCHO MIRAGE	)	
RADIO, A GENERAL PARTNERSHIP	)	File No. BPH-870331MZ
HUGH R. PAUL	)	File No. BPH-870331PN
SUNDIAL RADIO BROADCASTERS, A CALIFORNIA	)	
LIMITED PARTNERSHIP	)	File No. BPH-870421MC
DANIEL P. MITCHELL	)	File No. BPH-870422MB
JESS DRAKE and ISABELLE DRAKE d/b/a	)	
DRAKE BROADCASTING	)	File No. BPH-870422ME
ANNE K. WALLACE and WILLIAM F. WALLACE	)	File No. BPH-870422MJ
DESERT SUN RADIO, LTD.	)	File No. BPH-870422ML
For Construction Permit for a	)	
New FM Station on Channel 258A	)	
in Rancho Mirage, California	)	

MEMORANDUM OPINION AND ORDER

Issued: July 24, 1990

Released: July 26, 1990

1. Under consideration are "Petition To Enlarge Issues Against Sundial Radio Broadcasters" filed March 26, 1990 by Jess Drake and Isabelle Drake, d/b/a Drake Broadcasting (Drake), Opposition To Petition To Enlarge Issues filed May 1, 1990 by Sundial Radio Broadcasters, a California Limited Partnership (Sundial), "Motion For Leave To File Supplement To Opposition To Petition To Enlarge Issues" filed May 15, 1990 by Sundial, <sup>1</sup> and Reply filed May 29, 1990 by Drake.

2. Drake seeks site availability and misrepresentation issues against Sundial. The requested issues will not be added.

3. Sundial proposes to locate its transmitter site at 470 Varner Road, Thousand Palms, California. As reflected in the attached statements to the Opposition, Sundial had obtained permission to lease land owned by Suncrete Acquisition Company (Suncrete).

<sup>1</sup> Sundial's motion for leave to file a supplement to its Opposition, which is unopposed, will be granted.

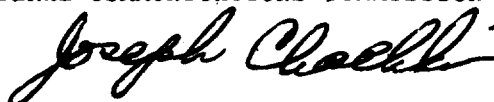
However, the site which was identified on Sundial's application was not the site which was made available to Sundial. The site Sundial specified is about four-tenths of a mile southeast of the land made available to Sundial. In this connection, both sites are owned by Suncrete and Sundial's Supplement to Opposition reflects that both sites are now available to Sundial. It is clear from the declarations attached to Sundial's Opposition including the declaration of its consulting engineer that the specification of the wrong location was inadvertent and not the result of intentional deception. There is, therefore, no basis for a misrepresentation issue.

4. Similarly, there is no basis for a site availability issue. Sundial has demonstrated it had secured reasonable assurance of the availability of its proposed site at the time it filed its site certification. Further, it has provided evidence that the site is currently available for its use. Drake urges in its Reply that Sundial has failed to demonstrate reasonable assurance of the availability of the proposed site since prior to execution of a lease, Suncrete's Board of Directors must give their approval. Also, Drake contends that Sundial has failed to establish a meeting of minds as to the terms and conditions of the lease. Both contentions are rejected. Sundial received initial permission to use the site from the Executive Vice President of Suncrete and its continued use has been confirmed by Suncrete's Manager, Business Development. Drake offers no evidence that the actions of these officials was unauthorized or that the Board of Directors will withhold its consent. Moreover, the Commission has made clear that a broadcast applicant need not have a binding agreement or absolute assurance of a proposed site. What an applicant must show and what Sundial has shown is that it has reasonable assurance that its site is available with some indication of Suncrete's favorable disposition toward making an arrangement with Sundial beyond simply a mere possibility. Further, rent and other details may be negotiated at a yet undetermined future date. See National Innovative Programming Network, Inc. Of The East Coast, 2 FCC Rcd. 5641, 5643 (1987). Sundial has fully met this standard.

Accordingly, IT IS ORDERED, That the "Motion For Leave To File Supplement To Opposition To Petition To Enlarge Issues" filed May 15, 1990 by Sundial Radio Broadcasters, a California Limited Partnership IS GRANTED.

IT IS FURTHER ORDERED, That the "Petition To Enlarge Issues Against Sundial Radio Broadcasters" filed March 26, 1990 by Jess Drake and Isabelle Drake, d/b/a Drake Broadcasters IS DENIED.

FEDERAL COMMUNICATIONS COMMISSION



Joseph Chachkin  
Administrative Law Judge

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Attachment 5

P-2-6

Federal Communications Commission

FCC 90-250

Before the  
Federal Communications Commission  
Washington, D.C. 20554  
**COHEN & BERFIELD**

MM Docket No. 86-438

In re Application of

PORT HURON  
FAMILY RADIO,  
INC.

File No. BPH-830325AE

neous written documentation - is no longer controlling under Commission precedent.<sup>4</sup> Consequently, by Order, FCC 90I-13 (Gen. Counsel released Feb. 7, 1990), Family was directed to submit documentation demonstrating that the person it had relied on for financing the construction and operation of its station for three months without revenue had the financial ability to meet that loan commitment at the time Family certified its financial qualifications. The Mass Media Bureau's comments on the above showing were also solicited. Both Family's requested showing and the Bureau's comments have been submitted and, for the reasons that follow, we agree with the Bureau that Family has shown that it had reasonable assurance of its financial qualifications when it so certified.

ceivable for the last five years and found them to average at \$73,400, with a 97% collection rate within a 30 day billing.

6. Before determining whether Clark's liquid assets were adequate to finance his loan commitment to Family at the time of certification, it is necessary to make certain adjustments in the respective valuations of some of those assets because of Commission precedent.<sup>5</sup> Hence, the valuation of those assets, as adjusted, and the net funds available from those assets are as follows:

Cash	\$ 30,000
Vacant Land	28,333
Construction Equipment	75,750
Accounts Receivable	67,500
Total Funds Available	\$ 201,583
Less Current Liabilities	14,000
Net Funds Available	\$ 187,583

Given the above showing, we conclude that the \$187,583 available to Clark from his liquid assets was sufficient to cover his loan commitment to finance the \$168,867 needed by Family to construct and operate the proposed station for three months without revenue.<sup>6</sup> Because Family has shown that it has paid its legal expenses as they have been incurred, such expenses have not been taken into consideration in determining Family's financial qualifications. See *Muncie Broadcasting Corp.*, 54 RR 2d 42 (1983).

7. In view of the foregoing, we find that Family has submitted probative evidence demonstrating that the person proposing to lend the necessary funds for constructing and operating its station for three months without revenue had sufficient net liquid assets to meet that loan commitment when it certified its financial qualifications; has established on the record of this proceeding the existence of a valid loan agreement upon which it relied for financing its proposed station; and, in view of the foregoing, has shown a reasonable basis for its financial certification. Accordingly, we conclude that Family was financially qualified when it certified its financial qualifications and that a grant of its application will serve the public interest.

8. ACCORDINGLY, IT IS ORDERED, That the Motion to Supplement Application for Review filed August 23, 1989 by Port Huron Family Radio, Inc. IS GRANTED, and the accompanying Supplement IS ACCEPTED.

9. IT IS FURTHER ORDERED, That the Application for Review filed April 24, 1989, as supplemented, IS GRANTED to the extent indicated herein and IS DENIED in all other respects.

10. IT IS FURTHER ORDERED, That the Review Board's decision in this case, *Port Huron Family Radio, Inc.*, 4 FCC Rcd 2532 (1989), IS MODIFIED to the extent indicated herein.

11. IT IS FURTHER ORDERED, That the above-captioned application (File No. BPH-830325AE) of Port Huron Family Radio, Inc. IS GRANTED, and that this proceeding IS TERMINATED.

## FEDERAL COMMUNICATIONS COMMISSION

Donna R. Searcy  
Secretary

## FOOTNOTES

<sup>1</sup> Also before us are: a Motion to Supplement Application for Review and the accompanying Supplement filed August 23, 1989 by Family; a Supplemental Financial Showing filed March 23, 1989 by Family; and Comments thereon filed April 8, 1990 by the Mass Media Bureau.

<sup>2</sup> The financial certification process has been modified for applicants filing after the effective date of the amended Form 301, *Revision of Application for Construction Permit for Commercial Broadcast Station*, 4 FCC Rcd 3853 (1989).

<sup>3</sup> After the Board's decision and the Commission's decision in *Northampton*, the Board approved a settlement agreement between Family and L&K Broadcasting, Inc., which resulted in the dismissal of the latter's application. *Port Huron Family Radio, Inc.*, 4 FCC Rcd 6144 (1989).

<sup>4</sup> *Las Americas Communications, Inc.*, 1 FCC Rcd 786 (Rev. Bd. 1986), which was relied upon by the Board in this case, was effectively overruled by *Northampton Media Associates, supra*, and thus Las Americas and its progeny are no longer good law.

<sup>5</sup> Because the net proceeds received by a seller of real estate are normally less than fair market value, the Commission has reduced the market valuation by as much as one-third. See *Dodge-Point Broadcasting Co.*, 11 FCC 2d 751 (1968). It is also Commission practice to credit only 75% of the accounts receivable when they are aged. See *Kaiser Broadcasting Corporation*, 62 FCC 2d 246 (1977). Moreover, as the Bureau suggested, we have also adjusted the estimated value of Clark's used construction equipment.

<sup>6</sup> If the smaller accounts receivable average of \$73,400 is used, \$55,050 of that amount would be considered liquid assets from Clark's accounts receivable. Hence, the valuation of Clark's total liquid assets would be \$175,133 as of March 1983. That amount would likewise be adequate to cover Clark's loan commitment to Family.

United States of America



**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION CONSTRUCTION PERMIT**

**Official Mailing Address:**

PORT HURON FAMILY RADIO, INC.  
4311 PINE GROVE RD.  
PORT HURON, MI 48060

Authorizing Official:

Authorizing Official:  
*Robert D. Greenberg*  
-----  
Robert D. Greenberg  
Supervisory Engineer, FM Branch  
Audio Services Division  
Mass Media Bureau

Grant Date: SEP 03 1991

Call sign: 830325AE

This permit expires 3:00 am.  
local time 12 months after  
grant date specified above

Permit File No.: BPH-830325AE

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

This permit shall be automatically forfeited if the station is not ready for operation within the time specified (date of expiration) or within such further time as the Commission may allow, unless completion of the station is prevented by causes not under the control of the permittee. See Sections 73.3598, 73.3599 and 73.3534 of the Commission's Rules.

Equipment and program tests shall be conducted only pursuant to

Hours of Operation: Unlimited

Transmitter location (address or description):

BRACE & PARKER STREETS, PORT HURON, MICHIGAN.

Transmitter: Type accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: As required to achieve authorized ERP.

Antenna type: (directional or non-directional): Non-directional

Antenna coordinates: North Latitude: 43 04 8.0  
West Longitude: 82 28 48.0

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the horizontal plane (kW) . . . . . :	3.00	3.00
Height of radiation center above ground (meters) . . . . . :	113.0	113.0
Height of radiation center above mean sea level (meters) . . . . . :	296.0	296.0
Height of radiation center above average terrain (meters) . . . . . :	97.0	97.0
Overall height of antenna structure above ground (including obstruction lighting, if any) . . . . . :	119.0 meters	

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

Paragraph 1.0, FCC Form 715 (March 1978):

Antenna structures shall be painted throughout their height with alternate bands of aviation surface orange and white, terminating with aviation surface orange bands at both top and bottom. The width of the bands shall be equal and approximately one-seventh the height of the structure, provided however, that the bands shall not be more than 100 feet nor less than 1 and 1/2 feet in width. All towers shall be cleaned and repainted as often as necessary to maintain good visibility.

Paragraph 3.0, FCC Form 715 (March 1978):

There shall be installed at the top of the structure one 300 m/m electric code beacon equipped with two 620- or 700-watt lamps (PS-40, Code Beacon type), both lamps to burn simultaneously, and equipped with aviation red color filters. Where a rod or other construction of not more than 20 feet in height and incapable of supporting this beacon is mounted on top of the structure and it is determined that this additional construction does not permit unobstructed visibility of the code beacon from aircraft at any normal angle of approach, there shall be installed two such beacons positioned so as to insure unobstructed visibility of at least one of the beacons from aircraft at any normal angle of approach. The beacons shall be equipped with a flashing mechanism producing not more than 40 flashes per minute nor less than 12 flashes per minute with a period of darkness equal to approximately one-half of the luminous period.

Paragraph 12.0, FCC Form 715 (March 1978):

On levels at approximately two-thirds and one-third of the over-all height of the tower, there shall be installed at least two 116- or 125-watt lamps (A21/TS) enclosed in aviation red obstruction light globes. Each light shall be mounted so as to insure unobstructed visibility of at least one light at each level from aircraft at any normal angle of approach.



Paragraph 21.0, FCC Form 715 (March 1978):

All lighting shall burn continuously or shall be controlled by a light sensitive device adjusted so that the lights will be turned on at a north sky light intensity level of about 35 foot candles and turned off at a north sky light intensity level of about 58 foot candles.

Paragraph 22.0, FCC Form 715 (March 1978):

During construction of an antenna structure, for which obstruction lighting is required, at least two 116- or 125-watt lamps (A21/TS) enclosed in aviation red obstruction light globes, shall be installed at the uppermost point of the structure. In addition, as the height of the structure exceeds each level at which permanent obstruction lights will be required, two similar lights shall be displayed nightly from sunset to sunrise until the permanent obstruction lights have been installed and placed in operation, and shall be positioned so as to insure unobstructed visibility of at least one of the lights at any normal angle of approach. In lieu of the above temporary warning lights, the permanent obstruction lighting fixtures may be installed and operated at each required level as each such level is exceeded in height during construction.

CERTIFICATE OF SERVICE

I, Susie Cruz, do hereby certify that on the 7th day of June 1993, a copy of the foregoing "Opposition to Motion to Dismiss Application of Glendale Broadcasting Company" was sent first-class mail, postage prepaid to the following:

James Shook, Esq.\*  
Gary Schonman, Esq.  
Hearing Branch  
Federal Communications Commission  
2025 M Street, NW, Room 7212  
Washington, DC 20554

Colby M. May, Esq.\*  
May & Dunne, Chartered  
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Counsel for Trinity Broadcasting of Florida, Inc.,  
Trinity Broadcasting Network, and National Minority  
TV, Inc.

Nathaniel F. Emmons, Esq.\*  
Howard A. Topel, Esq.  
Mullin, Rhyne, Emmons & Topel, P.C.  
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TV, Inc.

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